UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD

MURTIS TAYLOR HUMAN) CASES 08-CA-061918
SERVICES SYSTEMS,) 08-CA-066225
and) 08-CA-080403
ALTON HILL) 08-CA-086181
	08-CA-087325
MURTIS TAYLOR HUMAN)
SERVICES SYSTEMS,)
and)
SERVICE EMPLOYEES)
INTERNATIONAL UNION)
DISTRICT 199, WV/KY/OH, THE)
HEALTHCARE AND SOCIAL)
SERVICES UNION)
	-)
MURTIS TAYLOR HUMAN)
SERVICES SYSTEMS,)
and)
CLOVER ENGLISH, III)

RESPONDENT'S EXCEPTIONS TO THE ADMINISTRATIVE LAW JUDGE'S DECISION

Respondent Murtis Taylor Human Services Systems ("Murtis Taylor") hereby files the following Exceptions to the decision of the Administrative Law Judge in Case Numbers 08-CA-061918, 08-CA-066225, 08-CA-080403, 08-CA-086181, and 08-CA-087325:

- 1) Respondent takes exception to the finding, set forth on page 11 of the Administrative Law Judge's decision, that Alton Hill did not, in the course of representing Christine Zeh as her union representative, engage in conduct that caused him to forfeit the Act's protection.
- 2) Respondent takes exception to the finding, set forth on page 14 of the Administrative Law Judge's decision, that Murtis Taylor was motivated by anti-union animus.

- 3) Respondent takes exception to the finding, set forth on page 14 of the Administrative Law Judge's decision, that Murtis Taylor discriminated in violation of Section 8(a)(3) and (1) by issuing a 10-day suspension to Hill because of his representation of Zeh on July 22, 2011. This finding is based on the erroneous conclusions described in Exceptions One and Two set forth above.
- 4) Respondent takes exception to the finding, set forth on page 16 of the Administrative Law Judge's decision, that Murtis Taylor violated Section 8(a)(1) in August 2011 by investigating Hill for Medicaid fraud, searching his office, and blocking entry to his office. This finding is based on erroneous conclusions described in Exceptions One and Two set forth above.
- 5) Respondent takes exception to the finding, set forth on page 18 of the Administrative Law Judge's decision, that Murtis Taylor violated Section 8(a)(1) on July 18, 2011 when it required Hill to provide documentation to confirm his immigration and/or citizenship status. This finding is based on the erroneous conclusions described in Exceptions One and Two set forth above.
- 6) Respondent takes exception to the finding, set forth on page 19 of the Administrative Law Judge's decision, that Murtis Taylor violated Section 8(a)(1) on August 2, 2011 when it required Hill to provide declaration pages for his automobile insurance. This finding is based on the erroneous conclusions described in Exceptions One and Two set forth above.
- 7) Respondent takes exception to the finding, set forth on page 20 of the Administrative Law Judge's decision, that Murtis Taylor violated Section 8(a)(1) when it restricted Hill from entering any of Murtis Taylor's facilities with the exception of the one

where his work station was located. This finding is based on the erroneous conclusions described in Exceptions One and Two set forth above.

- 8) Respondent takes exception to the finding, set forth on pages 31-32 of the Administrative Law Judge's decision, that the collective bargaining agreement did not give Murtis Taylor the right to require employees to sign the transcripts of administrative hearings.
- 9) Respondent takes exception to the finding, set forth on page 32 of the Administrative Law Judge's decision, that the requirement that employees sign the transcript of administrative hearings represented a material, substantial, and significant change to a term or condition of employment.
- 10) Respondent takes exception to the finding, set forth on page 34 of the Administrative Law Judge's decision, that Murtis Taylor violated Section 8(a)(5) and (1) on March 12, 2012, when it unilaterally implemented the policy that employees who undergo investigative interviews are required, subject to discipline, to sign the notes of the interview in order to attest to the veracity of those notes. This finding is based on erroneous conclusions described in Exceptions Eight and Nine set forth above.
- 11) Respondent takes exception to the finding, set forth on page 35 of the Administrative Law Judge's decision, that Respondent violated Section 8(a)(5) and (1) and Section 8(a)(3) and (1) when it discharged Clover English on March 12, 2012 for refusing to comply with the unlawfully implemented signature requirement. This finding is based on the erroneous conclusions described in Exceptions Eight and Nine set forth above.
- 12) Respondent takes exception to the Administrative Law Judge's decision on the grounds that the National Labor Relations Board lacks a quorum.

The basis for each Exception is further set forth in a brief, which is being filed together herewith and which is incorporated by reference herein.

Respectfully submitted,

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CERTIFICATE OF SERVICE

This is to certify that service of the above and foregoing RESPONDENT'S EXCEPTIONS TO THE ADMINISTRATIVE LAW JUDGE'S DECISION has been made on Region 8 of the National Labor Relations Board via the Agency's e-filing portal, and copies have been sent via regular U.S. Mail and email to the following:

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Dated this 16th day of July 2013.

One of the Attorneys for Respondent Murtis Taylor Human Services System